



Client: Wirepath Home Systems, LLC dba "SnapAV", "Control4", "Pakedge", "Triad"
Project: The Big Install 2.0 by Holy Snap VI Rewards Program
Date: May 20, 2021
Item: Official Terms and Conditions
Draft: v.1

TERMS AND CONDITIONS

Overview of the Program

The Big Install 2.0 by Holy Snap VI Rewards ("Program") is a program sponsored by Wirepath Home Systems, LLC d/b/a SnapAV ("Company") through which any partner, dealer, or integrator that has an account in good standing with SnapAV, Control4, Pakedge, Triad, or any SnapAV Pro Store¹ ("Eligible Partners") can earn rewards points ("Rewards Points") by purchasing applicable SnapAV® and Control4® products, as defined below. The Program is accessible only online at www.thebiginstall.com ("Program Website") and is available only to an individual member of each Eligible Partner who registers for the program as further described below (a "Registered Member" or "Member"). Each Registered Member by signing up for the program agrees to these Terms and Conditions. For more details on eligibility or for further information, please email thebiginstall@snapav.com.

BY REGISTERING FOR THIS PROGRAM EACH REGISTERED MEMBER ACKNOWLEDGES AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ("TERMS") STATED HEREIN, AS WELL AS THE TERMS AND CONDITIONS OF MEMBERSHIP IN THE PARTNER REWARDS AND CONTROL4 AUTHORIZED PARTNER PROGRAMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT REGISTER FOR THE PROGRAM. REWARDS POINTS CAN ONLY BE REDEEMED FOR REWARDS AVAILABLE THROUGH THE PROGRAM WEBSITE. YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS AND ANY MODIFICATIONS HEREOF.

1) Eligibility: The Program is open to Registered Members located in the fifty (50) United States, the District of Columbia, Puerto Rico and Canada (excluding Quebec), with the exception of distributors, regardless of location, where prohibited, taxed or restricted by law. Each Partner must be in good standing as of the start of The Program and at the time of reward redemption. Membership in this Program is determined in the sole discretion of Company and subject to Company requirements. An Eligible Partner's registration in this Program may be suspended or terminated by Company either temporarily or permanently based upon its compliance with the Terms and Company policies, in the sole discretion of Company. Suspended or terminated Eligible Partners may not participate in the Program.

2) Member Registration: To participate in the Program, the primary contact associated with the Eligible Partner's Partner Rewards or Control4 Authorized Partner Program, Pakedge or Triad Partners must go to the Program Website during the Earn Period (as defined below) and register for the Program by submitting all Member information requested after which they may be designated as a Registered Member for such Eligible Partner. To finalize registration and participation, the Registered Member must also accept the Terms and select submit. A confirmation e-mail will be sent after completion of the Program registration. The e-mail will confirm Registered Member registration and eligibility to participate in the Program and provide directions on how to

¹ This includes Allnet, CPD, MRI, and Volutone branded SnapAV Pro Stores.



access the Registered Member Program Rewards account ("Program Rewards Account"). Eligible Partners may not register more than once. Any duplicate registrations are subject to cancellation, and all Rewards Points accumulated will be forfeited.

3) Earning Rewards Points: The Program enables all Registered Members to earn one (1) Rewards Point for each dollar in Net Purchases spent from 12:00 a.m. Eastern Time ("ET") on June 15, 2021 through 11:59 p.m. ET on June 30, 2022 (the "Earned Period") on specific SnapAV and Control4 product categories designated on each Registered Member's Program Rewards Account ("Member Product Categories"). All times are measured by Company's clock. Net Purchases means cost of products purchased after subtracting the credit balance for returns, free items, discounts, allowances, taxes, delivery charges, and purchase that fail to comply with applicable Terms. Only purchases of SnapAV and Control4 products within the Member's Product Categories will earn Rewards Points. Products outside Members Product Categories (even combined with purchases of Member Product Categories on a sales order) will not earn Rewards Points. Purchases made before registration but paid for during the Earn Period will not earn points. No Rewards Points will be provided for any products sold by SnapAV or Control4 Partner Brand affiliates, even if the product falls within the Member's Product Categories and was purchased during the Earn Period. All SKUs containing "kit" do not earn points even if the product falls within the Member's Product Categories. Purchases made with Reward Points are subject to Company's no-internet sales policy. Violation of the no-internet sales policy will result in the Registered Member's removal from the Partner Reward Program, Authorized Partner Program, and this Program and will disqualify such Registered Member from using Rewards Points that may have been earned under either Program.

Rewards Points earned under this Program will be reflected in the Registered Members Program Rewards Account within 72 to 96 hours of an eligible purchase(s). Rewards Points will be accrued in the name of the Member only. Rewards Points have no cash value. Rewards Points earned are not considered to be property of a Registered Member and as such, one cannot sell, transfer, or assign their points to any other person, except as expressly provided otherwise herein. Rewards Points may be revoked at any time by Company as set forth herein. For all returned purchases, any and all accrued points will be deducted from the Program Rewards Account (as defined below) point balance. Company reserves the right not to accept returns for eligible purchases bought during the Earned Period after July 31, 2022.

By participating in the Program, Registered Members are responsible for maintaining the confidentiality of their Program Rewards Account and password and Member agrees to accept responsibility for all activities that occur under Member's Rewards Account or password. Without limiting any other remedies, Company may suspend or terminate any Program Rewards Account if Company suspects, in its sole discretion, that any Member has failed to abide by these Terms or any policies or procedures implemented by Company or any engaged in fraudulent activity in connection with the Partner Rewards Program and/or this Program.

Each Registered Member is responsible for ensuring the accuracy of their Rewards Points balance and is encouraged to check their Program Rewards Account regularly. Company reserves the right to delay the processing or redemption of any Rewards Points without notice, in order to assure compliance with the Terms outlined herein. If a Registered Member believes that points were not properly accrued to their Program Rewards Account, the Registered Member must notify Company by sending an email to thebiginstall@snapav.com. Allow 14 days for any account errors to be corrected and credits to be deposited to your Rewards Account. Company reserves the right to



invalidate Rewards Points from a Member's Program Rewards Account without notice if it determines in its sole discretion that such points were improperly credited to such account. Final decisions about what purchases do or do not qualify as valid Net Purchases will be made in the Company's sole discretion.

4) Changes to Program: COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, EXTEND, OR TERMINATE THE PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF THE REWARDS POINTS ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE REWARDS. The Rewards Points structure is subject to modification or limitation at any time, with or without notice, in Company's sole discretion, including, without limitation, the right to establish additional means of accruing Rewards Points, the right to modify and delete any or all of the recognized means of accruing Rewards Points existing at any given time, the right to change the rewards available and their values and types and the rewards redemption terms, and the right to exclude specific types of performance criteria from Rewards Points eligibility.

5) Redemption of Rewards Points: Beginning at 12:00 a.m. ET on August 8, 2022, Rewards Points earned by Registered Members may be used toward redemptions of rewards (merchandise, travel items or product credits) on and through the Program Website ("Rewards"). Rewards Points shall be forfeited if (i) the Rewards Points are not redeemed by September 14, 2022 (ii) the Registered Member terminates their Program Rewards Account or their registration in the Program, (iii) Company terminates or suspends Registered Member status as a member of the Partner Rewards Program, or (iv) Company terminates the Partner Reward Program, this Program or the Member's participation in either program.

All Rewards claims are subject to verification by Marden-Kane, Inc. ("Marden-Kane"), the administrator of this Program, whose decisions are final and binding in all matters concerning this promotion. At the end of the Redemption Period, Partners will forfeit any Rewards Points remaining in their account, without compensation.

6) Rewards: Rewards Points may only be redeemed on Program Website, www.thebiginstall.com. Company may change the Rewards selection from time to time without notice. If particular Rewards are no longer available or is out of stock, Company reserves the right to offer a substitute product of equal or greater value. LIMITATION, RESTRICTION AND REQUIREMENTS MAY APPLY TO REWARDS. FOR MORE DETAILS ON SUCH LIMITATIONS, RESTRICTIONS AND REQUIREMENTS, PLEASE CAREFULLY READ THE REWARDS DESCRIPTION BEFORE SELECTING THE REWARD FOR REDEMPTION. No returns, exchanges, or refunds will be provided for any Rewards.

Unless otherwise specified or agreed to by Company, all Rewards will be shipped to the street address associated with the Member's Program Reward Account. Please allow up to 6 to 8 weeks for delivery of Rewards. Members are responsible for payment of all taxes on Rewards redeemed as well as for any other expenses not specifically described in the description of the Rewards on the Program Website. If Rewards are delivered directly to a Member by the manufacturer or supplier of the Rewards, Company will not be responsible for and shall not be liable for Rewards that are damaged, declined or undeliverable.



The manufacturer's warranty, if any, is the only warranty covering Rewards. Neither Company or Marden-Kane make any guarantees, warranties or representations of any kind, expressed or implied, with respect to the Rewards and Company hereby expressly disclaims any implied warranties of merchantability or fitness for a particular purpose with respect to any Rewards. Company is not responsible for any defects in any Rewards. Registered Members release Company from any and all liability for any loss, expense, accident, injury, death or inconvenience that may arise in connection with the use or defect of any Rewards, the actions of Company or Marden-Kane in booking or administering (or failing to properly do either) the Rewards or Members participation in the Program.

For product credit Rewards redeemed, product credits will be posted to Member's Account within 6 to 8 weeks of redemption date. Partner needs to have an active SnapAV or Control4 account to redeem for the product credit reward. For gift card/certificate rewards; terms and conditions as stated on the gift card/certificate will apply.

If Rewards require the Member to incur travel expenses, lodging or other expenses in order to receive the Reward, and such expenses are not included as part of the Reward, any such expenses are solely the responsibility of the Member, and Company shall not be responsible or liable for expenses incurred by a Member in connection with any Reward. Any applicable taxes, insurance, titles, warranties, and any other required licensing or documentation for Rewards are the sole responsibility of the Member.

For travel Rewards redeemed, a completed travel release from all travel participants will be required by Company and additional requirements, limitations and age restrictions may apply. All travel must be booked and administered by Marden-Kane and must be completed within one year of redemption date and travel dates are subject to availability.

Reservations must be made a minimum of 45 days in advance of departure. Airline tickets are non-refundable unless permitted by the terms of the fare used. Cancellation and change fees may apply. Trip packages do not include hotel and room incidental costs, gratuities, airline baggage fees, or any other items of a personal nature. Company assumes no liability for injuries and no responsibility for delays caused by accidents, breakdown, or other conditions beyond control. Not responsible for loss or damage to property. No credit will be issued for unused days, inclusions or airfare credit. Other terms and conditions may apply. Peak travel periods or holiday blackout periods and other restrictions may apply. Trip recipient(s) and guest(s) must travel together and on the same itinerary. Trip participant(s) must possess and are responsible for obtaining and must have valid ID or other required documentation for all travel. Trip participants are responsible for obtaining travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledges that Company has not and will not obtain or provide travel insurance or any other form of insurance. Travel arrangements must be made through Marden-Kane's agent and utilizing a carrier of Marden-Kane's choice. All other expenses relating to travel Rewards that are not explicitly stated herein, such as but not limited to obtaining valid passports, taxes, baggage fees, ground transportation, special seating assignments, meals, beverages of any type, laundry services, merchandise, room service, service charges, souvenirs, telephone calls and gratuities and tips are the responsibility of trip participants(s). Trip participant(s) is bound by the terms and conditions of all airlines, hotels and other third-party service providers used in connection with the Reward. Company is not responsible if tickets, travel vouchers, certificates, or other similar items are lost, stolen, mutilated or misplaced by trip recipient and will not be replaced or if booked transportations are missed for any reason. In the event that any part of the trip or any of the events associated with the trip are unable to take place as planned, for reasons including, but not limited



to scheduling conflicts, cancellations, postponement, delays, an event of force majeure, or for any reason whatsoever, then the remaining components of the Reward shall constitute full satisfaction of Company's Reward obligation to the Member and/or trip participant(s) and no other or additional compensation will be awarded. Trip recipients must adhere to any COVID-19-related requirements that are imposed by state of residence or destination, travel suppliers and governments, such as completing health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines prior, during or after your trip.

For all vehicle Rewards (the "car/motorcycle/kayak/golf cart/jet ski/4x4") redeemed, Members must have a valid driver's license and proof of appropriate insurance in order to take delivery of vehicle. Company has the sole right to determine vehicle options and color. All vehicles offered are based on standard base models and any modifications or upgrades made to the vehicle will be at the expense of the Members. Delivery is dependent upon availability and transportation requirements. Members will be required to pick up the vehicle within seven (7) days of notification that the vehicle is available located at the dealership of the Sponsor's choosing. All physical damage, liability insurance or other insurances required, gasoline and fluids, excess wear and tear, maintenance, repairs and any other costs associated with the receipt and use of the vehicle are the sole responsibility of the Members. Members are also responsible for sales tax, title and licensing fees of the vehicle before taking ownership.

The use of certain products and services as Rewards do not imply participation in, or approval of, this Program by their respective merchants. The merchants associated with Rewards are not affiliated with the Program, Company or Marden-Kane, nor are they sponsors or co-sponsors of the Program. The merchant or registered owners of the names, logos, trademarks or other marks retain all rights therein. All Rewards pictured are for illustrative purposes only and may not be the actual Reward received.

7) LIMITATION OF LIABILITY: MEMBERS AGREE THAT THEIR PARTICIPATION IN THE PROGRAM IS ENTIRELY AT THEIR OWN RISK. THE PROGRAM AND PROGRAM WEBSITE, INCLUDING ALL CONTENT, PRODUCTS, REWARDS ACCOUNTS, REWARDS, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE PROGRAM, THE PARTNER REWARDS PROGRAM OR PROGRAM WEBSITE, ARE BEING PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAPAV MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PROGRAM, THE PARTNER REWARDS PROGRAM, PROGRAM WEBSITE OR REWARDS, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. SNAPAV DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE PROGRAM WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROGRAM WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL SNAPAV OR MARDEN-KANE BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES OF ANY KIND INCURRED, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS), HOWEVER CAUSED AND WHETHER ARISING OUT OF, BASED ON, OR RESULTING FROM (A) THE PROGRAM, (B) THE PARTNER REWARDS PROGRAM, (C) THE PROGRAM WEBSITE,



(D) THE TERMS OF EITHER PROGRAM, (D) ANY BREACH OF THE TERMS BY YOU OR A THIRD PARTY, (E) USE OR INABILITY TO USE THE PROGRAM WEBSITE OR SNAPAV PRODUCTS, OR (F) REDEMPTION, ACCEPTANCE, RECEIPT, DELIVERY OF, POSSESSION, DEFECTS IN, USE, NON-USE OR MISUSE OF ANY REWARDS (OR COMPONENTS THEREOF). THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. THESE LIMITATIONS ARE IN ADDITION TO THE OTHER RESTRICTIONS AND EXCLUSIONS OUTLINED IN SNAPAV POLICIES AND SHALL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM AND/OR THE PARTNERS REWARD PROGRAM.

8) Redemption of Rewards Upon Termination of Program: Should the Program be terminated for any reason or reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, including any other factors beyond Sponsor's reasonable control such as a Force Majeure (e.g., war, riots, terrorism, civil unrest, strikes, blackouts, supply shortages, order of governmental authority,) an "act of God" (e.g., natural disasters, weather, etc.) or an unforeseeable health event (e.g. pandemic or epidemic), then the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion in whole or in part, prior to the stated expiration date. Notice of such termination will be posted on the Program Website, and Registered Members will have 30 days from date of post to redeem any outstanding Rewards Points.

9) Publicity. Registered Member's, and their employees or Rewards recipients, consent to the use of their name, address, biographical information, likeness, photograph and/or statements regarding the Program or Company for trade, commercial, advertising and promotional purposes, without additional compensation, except where prohibited by law.

10) Governing Law. These Terms and the Program will be interpreted, construed and enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of the state of Utah. Any cause of action arising under or relating to these Terms will be brought exclusively in a court in Salt Lake City.

11) Privacy. Any personal information collected from Member's participation in the Program will be subject to Company's Privacy Policy as stated at <https://www.snapav.com/shop/en/snapav/policies.com>.

12) Waiver: The waiver by Company of a breach of any provision of the Terms by a Member shall not operate or be construed as a waiver of any other or subsequent or preceding breach by a Member. No waiver by Company of any right under the Program shall be construed as a waiver of any other right. Company shall not be required to give notice to enforce strict adherence to all terms of the Program.